

EXHIBIT 4

ALEJANDRO MORALES-MEJIA

v.

MID-CENTURY INSURANCE COMPANY, et al.

**DEFENDANT, MID-CENTURY INSURANCE COMPANY'S
PETITION FOR REMOVAL**

EXHIBIT 4

Plaintiff's Complaint

COMP

KRISTIAN LAVIGNE, ESQ.

Nevada Bar No.11629

JEFFREY LAVIGNE, ESQ.

Nevada Bar No. 13906

THE LAW OFFICE OF KRISTIAN LAVIGNE AND ASSOCIATES, P.C.

3627 S. Eastern Avenue


Las Vegas, NV 89169

Ph:702-732-3529

Fax:702-724-9073

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Attorneys for Plaintiff

CLERK OF THE COURT

DISTRICT COURT**CLARK COUNTY, NEVADA**ALEJANDRO MORALES-MEJIA, an
individual,

Plaintiff,

vs.

MID-CENTURY INSURANCE COMPANY;
DOES I through V, inclusive; and ROE
CORPORATIONS I through V, inclusive,

Defendants

Case No.: A-16-746500-C

Dept. No.: XIII

**COMPLAINT AND DEMAND FOR JURY
TRIAL**

Plaintiff ALEJANDRO MORALES-MEJIA ("Plaintiff"), by and through his undersigned
counsel of record, hereby alleges against Defendants as follows:

GENERAL ALLEGATIONS

1. Plaintiff is, and was at all times mentioned herein, a resident of Clark County,
Nevada.

2. Defendants, upon information and belief, are and were at all times mentioned herein,
licensed corporate entities licensed and doing business in Clark County, Nevada.

3. The incidents, transactions and occurrences that comprise the basis of this lawsuit
took place in Clark County, Nevada.

4. Venue is proper in the Eighth Judicial District Court, Clark County, Nevada.

1 5. At all times relevant hereto, Defendants designated as DOES I through V and ROE
2 CORPORATIONS I through V, in their true capacities, whether individual, corporate, associate or
3 otherwise of the Defendants named herein are unknown to Plaintiff who, therefore, sues said
4 Defendants by said fictitious names. Plaintiff is informed and believes and thereon alleges that each
5 of the Defendants designated as DOES I through V and/or ROE CORPORATIONS I through V are
6 responsible in some manner for the events and happenings referred to herein, and caused damages
7 proximately to Plaintiff as herein alleged. Plaintiff will ask leave of this court to amend this
8 Complaint to insert the true names and capacities of DOES I through V and ROE
9 CORPORATIONS I through V when the same have been ascertained and to join such Defendants
10 in this action.

11 6. At all times relevant hereto, each of Defendants' agents, servants, and employees
12 was acting within the course and scope of employment with the other Defendants named herein,
13 and/or was acting with the authority of such Defendant or as an agent of said Defendant, and
14 consequently, an agency and/or vicarious liability was created and is applicable to the allegations
15 contained herein.

16 7. At all times relevant hereto, each of the named Defendants was associated as parent
17 company or subsidiary company with the other Defendants, and consequently, an agency and/or
18 vicarious liability was created and is applicable to the allegations contained herein.

19 **FIRST CAUSE OF ACTION**

20 **(Breach of Contract for Uninsured/ Underinsured Motorist Benefits)**

21 8. Plaintiff repeats and realleges the preceding paragraphs as if fully set forth herein.

22 9. On or about May 24, 2015, Plaintiff was the driver of a vehicle in Clark County,
23 Nevada. Then suddenly and without warning, Plaintiff's vehicle was violently rear ended by an
24 unknown person driving a motor vehicle (the "Subject Accident"). The unknown person fled the
25 scene of the Subject Accident.

26 10. As a direct and proximate result of the Subject Accident, Plaintiff has incurred
27 expenses for medical care and treatment and expenses incidental thereto, all to Plaintiff's damage,
28 the present amount of which is unknown. Such expenses will continue to accrue in the future, all to

1 Plaintiff's damage in a presently unascertainable amount. In this regard, Plaintiff prays for leave of
2 the Court to insert all said damages herein when the same have been fully ascertained.

3 11. As a direct and proximate result of the Subject Accident, Plaintiff has been absent
4 from employment, which has resulted in a loss of earning capacity, all to Plaintiff's damage in an
5 amount unknown at this time. When the amount of said damages is ascertained, Plaintiff will make
6 known said damages to this Court and to all Defendants.

7 12. Prior to the Subject Accident, Defendants issued a policy of automobile insurance,
8 policy number 0188872735, to Plaintiff. Among other things, said policy of insurance provided
9 uninsured/underinsured motorist coverage. Said policy was in full force and effect on or about May
10 24, 2015. Plaintiff has duly performed all conditions, provisions, and terms of the agreements of the
11 policy of insurance related to Plaintiff's loss. Plaintiff has furnished full and complete particulars of
12 said loss to Defendants.

13 13. Plaintiff fulfilled and performed all of the conditions precedent of the insurance
14 agreement, up through and including May 24, 2015, on which date Plaintiff was involved in the
15 Subject Accident.

16 14. Pursuant to the insurance agreement between Plaintiff and Defendants, Defendants
17 have a duty to pay uninsured/underinsured motorist benefits to Plaintiff.

18 15. Plaintiff has demanded numerous times that Defendants pay the fair and equitable
19 amount due and owing under the uninsured/underinsured motorist provisions of the insurance
20 policy, but Defendants have refused, and continue to refuse, to do so.

21 16. On or about January 19, 2016, Plaintiff provide Defendants with all medical billings
22 and records and demanded the policy limits be tendered. The demand was based primarily upon the
23 significant damages suffered in the Subject Accident, including but not limited to, several
24 procedures to Plaintiff's lumbar spine, as well as, a recommendation for future procedures to
25 Plaintiff's lumbar spine.

26 17. On or about February 24, 2016, Defendants tendered a check for \$25,000.00
27 pursuant to the medical payments provision of Plaintiff's policy of insurance. Defendants have
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1 refused, and continue to refuse, to pay any additional amounts relating to the Plaintiff's injuries
2 sustained in the Subject Accident.

3 18. As a direct and proximate result of Defendants' breach of the insurance agreement,
4 Plaintiff has been injured and has suffered damages in an amount in excess of \$10,000.00.

5 19. As a direct and proximate result of Defendant's breach of the insurance agreement,
6 Plaintiff has been caused to retain The Law Offices of Kristian Lavigne and Associates, P.C., in
7 order to prosecute this matter and is entitled to reasonable attorney's fees and costs of suit herein.

8 **SECOND CAUSE OF ACTION**

9 **(Common Law Bad Faith)**

10 20. Plaintiff repeats and realleges the preceding paragraphs as if fully set forth herein.

11 21. At all times mentioned herein, Defendants and their agents owed Plaintiff a duty to
12 comply with the covenant of good faith and fair dealing implied in every contract, and to do nothing
13 to injure the right of Plaintiff to receive benefits under the above-referenced policy of insurance.

14 22. Defendants, through their agents, have acted in bad faith and have violated and
15 breached the implied common law covenant of good faith and fair dealing, having continuously
16 failed and refused to pay Plaintiff the sum of money still due and owing under the
17 uninsured/underinsured provisions of Plaintiff's policy of insurance.

18 23. As a direct and proximate result of Defendants' breach of the implied common law
19 covenant of good faith and fair dealing, Plaintiff has been subject to liability for unpaid medical
20 expenses, has been unable to obtain required medical care, and has suffered severe mental agony,
21 anxiety, and distress.

22 24. Defendants' conduct in breaching the implied common law covenant of good faith
23 and fair dealing was willful, wanton, and in reckless disregard of Plaintiff's interests to such an
24 extent as to constitute oppression, fraud, and/or malice toward Plaintiff, entitling Plaintiff to
25 punitive damages.

26 25. As a direct and proximate result of Defendant's breach of the implied common law
27 covenant of good faith and fair dealing, Plaintiff has been caused to retain The Law Offices of
28

1 Kristian Lavigne and Associates, P.C., in order to prosecute this matter and is entitled to reasonable
2 attorney's fees and costs of suit herein.

3 **THIRD CAUSE OF ACTION**

4 **(Statutory Bad Faith)**

5 26. Plaintiff repeats and realleges the preceding paragraphs as if fully set forth herein.

6 27. At all times mentioned herein, Defendants and their agents owed a duty to Plaintiff
7 to comply with Nevada insurance regulations and Nevada law, including but not limited to NRS
8 686A.310.

9 28. Defendants, through their agents, have acted in bad faith and have breached and
10 violated Nevada insurance regulations, and Nevada law, including but not limited to NRS
11 686A.310, by repeatedly and continually failing to and refusing to pay Plaintiff the sum of money
12 still due and owing under the uninsured/underinsured provision of the policy of insurance.

13 29. In accordance with NRS 686A.310(1)(e), Defendants owe Plaintiff a duty to
14 effectuate prompt, fair, and equitable settlements of claims in which liability has become reasonably
15 clear.

16 30. Defendants, through their agents, have violated NRS 686A.310(1)(e) by failing to
17 effectuate a prompt, fair, and equitable settlement of Plaintiff's claim after liability had become
18 reasonably clear.

19 31. As a direct and proximate result of Defendants' violation of Nevada insurance
20 regulations, and Nevada law, including but not limited to NRS 686A.310, Plaintiff has been subject
21 to liability for unpaid medical expenses, has been unable to obtain required medical care, and has
22 suffered severe mental agony, anxiety, and distress.

23 32. Defendants conduct in violating Nevada insurance regulations, and Nevada law,
24 including but not limited to NRS 686A.310 was willful, wanton, and in reckless disregard of
25 Plaintiff's interests to such an extent as to constitute oppression, fraud, and/or malice toward
26 Plaintiff, entitling Plaintiff to punitive damages.

27 33. As a direct and proximate result of Defendant's violating Nevada insurance
28 regulations, and Nevada law, including but not limited to NRS 686A.310, Plaintiff has been caused

1 to retain The Law Offices of Kristian Lavigne and Associates, P.C., in order to prosecute this matter
2 and is entitled to reasonable attorney's fees and costs of suit herein.

3 WHEREFORE, Plaintiff, who reserves the right to amend this Complaint at the time of trial
4 to include all items of damages not yet ascertained, prays for judgment against Defendants for each
5 cause of action as follows:

- 6 1. For general damages in excess of \$10,000.00;
- 7 2. For special damages in excess of \$10,000.00;
- 8 3. For punitive damages in excess of \$10,000.00;
- 9 4. For reasonable attorney's fees and costs of suit herein; and
- 10 5. For such other and further relief as the Court deems proper.

11 **JURY DEMAND**

12 Plaintiff(s), by and through their undersigned counsel of record, demand a trial by jury on
13 claims so triable.

14 DATED this 10th day of November 2016.

15 LAW OFFICE OF KRISTIAN LAVIGNE, P.C.

16
17 KRISTIAN LAVIGNE, ESQ.

18 Nevada Bar No. 11629

19 JEFFREY LAVIGNE, ESQ.

20 Nevada Bar No. 13906

21 THE LAW OFFICE OF KRISTIAN
22 LAVIGNE AND ASSOCIATES, P.C.

23 8064 W. Sahara Avenue, Suite No. 102

24 Las Vegas, NV 89117

25 Ph: 702-732-3529

26 Fax: 702-724-9073

27 *Attorneys for Plaintiff*
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